REMARKS

The following remarks are submitted in response to the Office Action communication dated October 8, 2008, wherein the shortened statutory period for response expired on January 8, 2009. Accordingly, Applicants petition herewith for a one-month extension of time.

Upon receipt of the aforementioned Office Action, Applicants' claims 1, 3-6, 8-11 and 13-17 were pending in the subject application. Claims 1, 3-6, 8-11 and 13-17 currently stand rejected under the provisions of 35 U.S.C. §102(b) as being anticipated by U.S. Patent Application Publication No. 2002/0065752 (hereinafter "Lewis").

In view of the foregoing rejection, Applicants have proposed amending the claims, as reflected under the heading "Listing of Claims" beginning on page 2 of this paper, to more clearly distinguish the patentable subject matter of the claimed invention. In addition, Applicants submit the following remarks wherein the Examiner's rejections are respectfully traversed.

Rejection of Claims under 35 U.S.C. § 102(b)

In rejecting claims 1, 11 and 17, the Examiner asserts that all of the limitations recited in these independent claims are anticipated by Lewis. Claims 1, 11 and 17 recite, respectively, a system, method and program storage device for offering a financial instrument across a plurality of different types of trading platforms, at least two of the trading platforms employing different trading protocols for the exchange of trading information.

Pursuant to MPEP § 2131, in order to anticipate and reject a claim under the provisions of 35 U.S.C. § 102, a reference must teach every element of the claim. It is well-established that a "claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628 (Fed. Cir. 1987). Therefore, in order for Lewis to defeat the novelty of Applicants' claimed invention, the scope of which is defined by the limitations of claims 1, 11 and 17, Lewis must disclose each and every limitation of the claims. *See Advance Display Sys. v. Kent State Univ.*, 212 F.3d 1272 (Fed. Cir. 2000). Applicants respectfully submit that Lewis fails to make such a showing and, therefore, independent claims 1, 11 and 17 are not anticipated.

In the present Office Action, the Examiner maintains that the exchange of trading information between trading platforms employing different trading protocols, as provided in Applicants' claimed invention, is disclosed in Lewis. More specifically, the Examiner suggests that Lewis teaches both thin clients and user systems, identifying each as a disparate platform for receiving trade information in their native protocol in so far as the thin clients receive HTML, DHTML pages or JAVA applets and the user systems receive trade information via system compliant formats. *Office Action, Pages 2-3 and 8-9.* The Examiner also continues to maintain that the format of trade information, as disclosed in Lewis, meets the definition of the term *protocol*, as provided in Applicants' claimed invention. *Office Action, Page 9.*

Contrary to these assertions, Applicants respectfully maintain their previous position that Lewis fails to teach or suggest a plurality of trading platforms, at least two of which employ different trading protocols, for exchanging trading information. As previously submitted, the formatting of trade information, as disclosed in Lewis, is not equivalent to the trading protocol of Applicants' claimed invention As acknowledged by the Examiner on page 9 of the present Office Action, the turning point on which Applicants' argument rests is how to interpret the term *protocol* in the claimed invention.

Without conceding the propriety of the rejection, and solely to advance prosecution of the claimed invention, Applicants have proposed amending independent claims 1, 11 and 17, as reflected under the heading "Listing of Claims" beginning on page 2 of this paper, to more clearly distinguish the claimed invention, and kindly direct the Examiner's attention to the following limitation recited in said amended claims:

> "a trading protocol being a set of rules governing how computers of trading platforms communicate and transfer data" (emphasis added).

This limitation, which is recited in each of the aforementioned amended independent claims, is provided as further support for Applicants' earlier position that the trading protocol of the claimed invention is a communications protocol dictating how data is exchanged between trading platforms, not a presentation protocol for reformatting trade information data prior to receipt at a trading platform. Support for the foregoing amendment can be found throughout Applicants' detailed specification, particularly in paragraph [0013], which clearly identifies the term *protocol* as a communications protocol, as well as in the example detailed in paragraphs

[0029] thru [0047], which describes a conversational flow utilizing various transmission acknowledgements between endpoints that are commonly associated with a communications protocol. Accordingly, Applicants submit that one skilled in the art would recognize the term *protocol*, as provided in the claimed invention, coincides with the accepted meaning of the term as it is understood in the field of information technology (discussed in detail in Applicants' response to the Office Action dated April 15, 2008).

The term *protocol*, as provided in the claimed invention, is not directed at dictating how data is to be formatted for presentation purposes, as is the case in Lewis. A "system compliant format," as disclosed in Lewis, refers to how data records are formatted so they can be processed by one or more servers. Lewis, however, fails to disclose trading platforms employing different communication protocols in the exchange of trading information, as provided in Applicants' claimed invention. To further to support this position, Applicants kindly direct the Examiner's attention to the limitations disclosed in claims 1, 2, and 17 of Lewis, wherein the terms *protocol* and *format* are distinguished. In these claims, Lewis teaches reformatting transaction data into one or more messages having a common communication protocol. Applicants respectfully submit that such a disclosure clearly teaches away from the claimed invention in that the essence of the claimed invention is to enable a seamless exchange of trading information between trading platforms having disparate communication protocols, not common communication protocols.

In view of the foregoing remarks, currently amended independent claim 1, claims 3-6 and 8-10 which depend therefrom, currently amended independent claim 11, claims 13-16 which depend thereform, and currently amended independent claim 17 are not anticipated by the teachings of Lewis. Accordingly, Applicants respectfully request that the rejection of these claims under 35 U.S.C. § 102(b) be withdrawn.

Conclusion

For at least the reasons set forth above, this patent application, as amended, is now in condition for allowance. Reconsideration and prompt allowance of this patent application are respectfully requested.

If it will advance the prosecution of this patent application, the Examiner is urged to telephone (973.597.6326) Applicants' undersigned representative. All written communications should continue to be sent to the address provided below.

Respectfully submitted,

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